turn, shall forward such notice to all other Limited Partners. Each partner shall initially be entitled to purchase that fraction of the offering Partner's interest equal to its Partnership Interest divided by the Partnership Interests of all non-selling Partners. If any Partner(s) declines to exercise its right of purchase hereunder, the other Partners electing to exercise that right shall be entitled to purchase that portion of the interest intended to be sold that has been declined by the other Partner(s) in amounts allocably determined pursuant to the reapplication of the principles set forth in this Section 11.1, excluding from consideration the Partnership Interests of the selling and declining Partners. Each nonselling Partner shall notify the General Partner and the selling Limited Partner, in writing, of its intention to exercise or not to exercise its purchase right hereunder within thirty days following receipt of the offer of sale. The General Partner shall promptly notify each Limited Partner of the elections by the other Limited Partners. Subsequent written notifications, if necessary, shall be required within ten days after receipt by the Limited Partners which have not previously declined to exercise their rights of purchase, of their intentions with respect to that portion of the selling Limited Partner's Partnership Interest still subject to a right of purchase. No portion of an interest offered under this Section 11.1 shall be permitted to be purchased by any Partner pursuant to this Section 11.1 unless the entire interest offered is purchased by one or more Partners.

11.2 <u>Substitute Limited Partner</u>. No assignee, purchaser or transferee of the whole or any portion of any Limited Partner's Interest shall have the right to become **a** substitute Limited Partner, unless:

- (a) The transferring Limited Partner has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the General Partner;
- (b) The transferring Limited Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;
- The person acquiring the Limited Partner's Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended;
- (d) All documents reasonably required by the General Partner and the Delaware Limited partnership Act to effect the substitution of the person acquiring the Limited Partner's Interest as a Limited Partner shall have been executed and filed at no Cost to the Partnership; and
- (e) Any necessary prior consents have been obtained from any regulatory authorities.

Provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assignor or seller.

Indemnification. Each Limited Partner transferring a 11.3 Limited Partner's Interest hereby indemnifies the Partnership and the other Partners against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Article XI.

- (a) The transferring Limited Partner has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the General Partner;
- (b) The transferring Limited Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;
- The person acquiring the Limited Partner's Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended:
- (d) All documents reasonably required by the General Partner and the Delaware Limited Partnership Act to effect the substitution of the person acquiring the Limited Partner's Interest as a Limited Partner shall have been executed and filed at no cost to the Partnership; and
- (e) Any necessary prior consents have been obtained from any regulatory authorities.

Provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assignor or seller.

Indemnification. Each Limited Partner transferring a Limited Partner's Interest hereby indemnifies the partnership and the other Partners against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Article XI.

## 11.4 <u>Distribution and Allocation Subsequent to Transfer</u>

- (a) The Income and Losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the Partnership Interest or substitution of a Partner with respect to that Interest and any distributions made with respect thereto shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment or substitution, that the Partnership Interest so assigned or with respect to which there is a substitution was owned by each of them.
- (b) The effective date of an assignment, sale or transfer of the Limited Partner's Interest or any portion thereof shall be the date on which written consent has been obtained from the General Partner as provided in Section 11.2 (b).

#### ARTICLE XII

## WITHDRAWAL BY LIMITED PARTNER

## 12.1 Withdrawal.

(a) Effective upon thirty days written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

- Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any obligation under this Agreement if such default shall not be corrected within sixty days after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses to insist upon such withdrawal. Provided, however, that such sixty day period shall cease to run during the pendency of any arbitration proceeding instituted pursuant to Section 19.9 to determine the existence of such a default. The General Partner shall notify each non-defaulting Limited Partner of such default in performance.
- (c) Any Limited Partner shall promptly withdraw upon the bankruptcy or assignment for the benefit of creditors of such Limited Partner.
- Any Limited Partner shall promptly withdraw upon failure by such Limited Partner to make its initial Capital Contribution pursuant to Section 5.1.
- (e) Upon Withdrawal pursuant to (a), (b) or (c) above the Limited Partner so withdrawing shall, subject to the provisions of Section 12.2, receive distribution of its capital account in cash.
- (f) Upon withdrawal pursuant to (a), (b), (c), cr (d) above, the proportionate Partnership Interests of the remaining Limited Partners shall be increased pro rata to reflect such withdrawal.

- 29 ~

12.2 Distribution on Withdrawal. If distribution is made pursuant to Section 12.1, amounts payable to the Limited Partner So aithdrawing shall be paid to such Limited Partner by the partnership and may at the General Partner's option and consistent with regulatory and other legal constraints, be paid in equal annual payments including interest over a period not to exceed three years in order to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service, such interest shall be calculated at a rate equal to one point above the average daily prime interest rate for the year preceding the date on which a payment is made and which had been charged on new borrowings by Citibank N.A., The Chase Manhattan Bank N.A., and Morgan Guaranty Trust Company of New York as applied to the outstanding balance due.

#### ARTICLE XIII

#### TRANSFER OF GENERAL PARTNER'S INTEREST

Assignment. The General Partner may transfer or assign its General Partner's Interest only after written notice to all the other Partners and the unanimous vote of all the other Partners to permit such transfer and to continue the business of the Partnership with the assignee of the General Partner as General Partner. Any such transfer or assignment shall be subject to required regulatory approval. The General Partner shall not admit any additional General Partners into the Partnership without the unanimous approval of all Limited Partners.

13.2 Withdrawai. Withdrawal of the General Partner which will also be deemed its withdrawal as a Limited Partner will cause the dissolution and termination of the Partnership in accordance with the terms of Article XIV except in the case of assignments as provided in Sections 3.1 and 13.1 unless it is continued by the unanimous consent of the remaining Partners given within ninety days thereafter. General Partner may not withdraw until it has given the other Partners ninety days notice. If during that time the other Partners unanimously designate a substitute General Partner who will agree hcth to purchase the General Partner's interest, and its Limited Partner's Interest, on terms acceptable to the General Partner and continue the business of the Partnership, subject to required regulatory approval, the General Partner agrees to transfer or assign its Interest to the designated General Partner. The General Partner shall not unreasonably withhold its acceptance of terms €or purchase of its partnership Interest proposed by the substitute General Partner. Following the withdrawal of the General Partner, the Partnership may continue to provide Cellular Service.

#### ARTICLE XIV

#### DISSOLUTION AND TERMINATION OF LIMITED PARTNERSHIP

- <u>Dissolution</u>. The Partnership shall be dissolved and 14.1 terminated if:
- the FCC approves this Agreement subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner which is not also the General Partner and all available administrative and judicial appeals of such FCC approval wave been finally exhausted;

- The Cellular Radio Decisions are not continued in substantially the same form and such change materially adversely impacts the Partnership's ability to conduct its business in the judgement of all parties, and all available administrative and judicial appeals regarding such Cellular Radio Decisions have been finally exhausted;
- (c) the FCC finally denies licenses to the Partnership empowering it to construct and provide Cellular Service;
- the Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to both the General Partner and one Limited Partner that is not also the General Partner on the grounds such that denial or conditional grant has a materially adverse impact on the partnership's ability to conduct its business; or
- the Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination.

Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered finally denied until all available administrative and judicial appeals of such denials have been finally exhausted.

any other event causing a dissolution under the Delaware Limited Partnership Act, unless the Partnership is continued by the remaining Partners within ninety days thereafter.

- 14.2 Distribution Upon Dissolution. Upon dissolution of the Partnership, the General Partner shall proceed, subject to the provisions herein, to liquidate the Partnership and apply the proceeds of such liquidation, or to distribute Partnership assets, in the following order of priority:
- to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners under Articles XII and XIII;
- to the establishment of any reserve which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserve may be paid over by the General Partner to any attorney at law, or other acceptable party, as escrow agent to be held for disbursement in payment of any of the aforementioned liabilities and, at the expiration of such period as shall be deemed advisable by the General Partner, for distribution of the balance, in the manner hereinafter provided in this Paragraph;
- (c) to Partners and former Partners in satisfaction of liabilities €or distribution under Articles XII and XIII: and
- (d) to Partners first for the return of their capital accounts as set forth in Section 6.1 in proportion to the Partners' respective capital accounts at the time of such dissolution, with any remaining Partnership assets being distributed in proportion to the Partner's respective Partnership Interests on the date of dissolution.

14.3 Distribution in Cash or in Kind. Upon dissolution, the General Partner with the consent of the Limited Partners, may either (a) liquidate ali or a portion of the Partnership assets and apply the proceeds of such liquidation in the priorities set forth in Section 14.2 or (D) hire independent recognized appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' capital accounts as though the properties in question had been sold on the date of distribution and, after giving effect to any such adjustment, distribute said assets in accordance with the priorities as set forth in Section 14 2. The Partners by unanimous agreement may determine whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution or assets may be distributed otherwise in accordance with their respective Partnership Interests at the time of dissolution; provided, however, that any distributions of unrealized receivables or substantially appreciated inventory within the meaning of Section 791 of the Internal Revenue Code shall be made proportionately to the Partners' Partnership Interests at the time of dissolution unless the Partners otherwise unanimously agree. To the extent practicable such distributions will take into account the interests of the Limited In the case of any distribution in kind of Partnership assets under this Section to a partner, the value of the asset determined by appraisal as provided above shall be applied against the Partner's capital account.

**-** 41 ~

, contained in the documents attached hereto as Appendix A, shall supersede such provision, and without limiting the foregoing, these shall be no requirement for the Partners to make additional Capital Contributions by virtue of anything contained in Appendix A.

19.8 Notices. All notices given by any Partner to any other Partner under this Agreement shail be in writing, registered or certified mail, postage prepaid, addressed as follows (or to such other address as a Partner may specify in such a notice to all other Partners):

General Partner

Iafayette CGSA. Inc.

and

5600 Glenridge Drive

Limited Partner

Atlanta, Georgia 30342

Attention, Vice President and General Counsel

Limited Partner

Century Telephone Enterprises, Inc.

520 Riverside Drive

Monroe, Louisiana 71201

Attention: President, Business

Group

Such notices shall be effective on the third business day subsequent to the date of mailing.

## 19.9 Arbitration.

- (a) In case any disagreement with respect to section 12.1(b), which cannot be resolved by negotiation, shail arise between any Limited Partner or group of Limited Partners and the General Partner, the General Partner or such Limited partner or group of Limited Partners may initiate proceedings to submit such disagreement to arbitration by serving written notice of arbitration on the other party, which notice shall include appointment of an arbitrator, naming such arbitrator. Within thirty days after the date that such notice is deemed to be given, pursuant to the provisions of Section 19.8, the Partner (or group thereof, if applicable) to whom such notice is given shall similarly appoint an arbitrator by giving like written notice to the initiating Partner or Partners; or, failing to make such appointment, the arbitrator initially appointed shall be empowered to act as the sole arbitrator and to render a binding decision. In such event, such sole arbitrator shall set a date for hearing the dispute not later than ninety days after the date of his appointment, and shall render its decision in writing to the disputing Partners not later than sixty days after the last hearing date.
  - In the event that the disputing Partners duly appoint arbitrators pursuant to subparagraph (a) above, the two arbitrators so appointed shall, within thirty days after the appointment of the later of them to be appointed. select a third arbitrator who shall act as Chairman of the arbitration panel. Such arbitration panel shall set a time for the hearing of the dispute which shall not be later than sixty days after the date of appointment of the third arbitrator, and the final decision of the arbitrators shall be

rendered in writing to the disputing Partners not later than sixty days after the last hearing date.

- In the event that the arbitrators appointed by the disputing Partners are not able within thirty days after the appointment of the later of them to be appointed to agree on the selection of a third arbitrator, either one of them may request the American Arbitration Association to select **a** third arbitrator, and the selection of such third arbitrator by such Association shall be binding.
- The place of any arbitration shall be Huntsville, Alabama or at such other place as agreed to by the disputing partners.
- The arbitration shall be conducted in accordance with the rules of the American Arbitration Association then prevailing, and the decision of the arbitrator or arbitrators, as the case may be, shall be final and binding on the disputing Partners, and shall be enforceable in the courts of the United States.
- 19.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original.
- 19.11 Amended Delaware Partnership Provisions. The Partners hereby elect that the partnership shall be governed by the provisions of Section 17-101 through 17-1106, Chapter 17, Title 6 of the Delaware Code **a5** enacted on July 21, 1982.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed by their duly authorized representatives.

General Partner and Limited Partner Attest:

**Limited Partner** 

Century Telephone Enterprises, Inc.

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#### APPENDIX A

## LAFAYETTE MSA LIMITED PARTNERSHIP PROFORMA BALANCE SHEET AS OF SEPTEMBER 30, 1988 (DOLLARS IN THOUSANDS)

#### **Assets**

Current Assets:     Cash     Accounts Receivable     Less: Allowance for Bad Debts     Prepaids	\$ 1. 304. (24.) 3.		
Totai Current Assets		\$	284.
Fixed Assets: Land, Property & Equipment Less: Accumulated Depreciation	\$1,101. (157.)		
Total Fixed Assets		\$	944.
Deferred Charges, Net		_	<u> 166</u> .
Total Assets		\$1 =	,394.

## <u>Liabilities & partners Capital</u>

Partcers' Capital \$ 135. Liabilities 1,259. Partners' Equity

Total Liabilities & Partners' Capital

1,394.

#### NOTE:

- (1)Includes capitalized engineering.
- (2) To be allocated among general and limited partners based upon percentages in Article V, Section 5.1.
- This represents estimated operations through September 1988. (3)

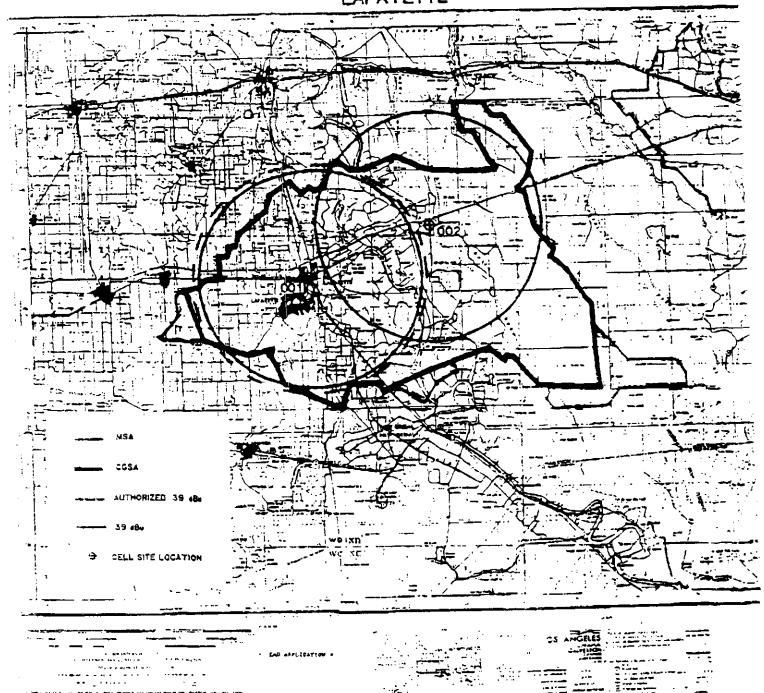
# Lafayette MSA Limited Partnership Domestic Public Cellular Radio Telecommunications Service KNKA492 Lafayectc. Louisiana

ATTACHMENT PAGE 1 OF 5-19-86

APPENDIX "B"

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LAFAYETTE



AMENDMENT NO. 1

TO

AGREEMENT ESTABLISHING

LAPAYETTE MSA LIMITED PARTNERSHIP

among

LAFAYETTE CGSA, INC.

and

CENTURY TELEPHONE ENTERPRISES, INC.

Dated as of March 8, 1990

## AMENDMENT NO. 1 TO AGREEMENT ESTABLISHING LAFAYETTE MSA LIMITED PARTNERSHIP

THIS AMENDMENT NO. 1 is made as of the 3 day of March 1990, by and among LAFAYETTE CGSA, INC., a corporation organized and existing under the laws of the state of Georgia and a wholly owned subsidiary of BellSouth Mobility Inc, a Corporation organized and existing under the laws of the State of Georgia and having its principal place of business at 5600 Glenridge Drive, suite 600, Atlanta, Georgia 30342 ("LCGSA"); and Century Telephone Enterprises, Inc., a corporation organized and existing under the laws of the State of Louisiana and having its principal place of business at 520 Riverside Drive, Monroe, Louisiana 71201 ("Century").

## WITNESSETH:

WHEREAS, the parties hereto are parties to that Agreement Establishing Lafayette MSA Limited certain Partnership, dated as of July 13, 1988 (the "Agreement"), pursuant to which the Lafayette MSA Limited Partnership, a Delaware Partnership (the "Partnership"), vas formed; and

WHEREAS, the Acadiana Cellular General Partnership ("Acadiana") has agreed that the Parish of Iberville, Louisiana will become a part of the Partnership's cellular system; and

WHEREAS, the Partnership has agreed to pay a portion of the amount charged to Acadiana on a monthly basis by the Managing General Partner of Acadiana for expenses incurred by it on behalf of Acadiana in constructing and operating Acadiana's cellular system ("Expenses"), to the extent such amount exceeds certain levels; and

WHEREAS, the parties hereto desire to amend the Agreement to reflect these agreements:

NOW, THEREFORE, it is mutually agreed as follows:

Appendix "C" of the Agreement is hereby 1. amended to provide as follows:

Lafayette MSk includes the following nThe

parishes:

Lafayette, Louisiana st Martin, Louisiana Iberville, Louisiana "

بتسر

- The parties hereby agree that the Partnership shall pay, on behalf of Acadiana, all Expenses charged to Acadiana on a monthly basis by the Managing General Partner of hcadiana, to the extent such Expenses exceed fifteen percent (15%) of Acadiana's gross annual revenues plus Fifty Thousand Dollars (\$50,000), subject to adjustment based on the Consumer Price Index every two years. The General Partner is hereby authorized to approve *the* amounts payable by the Partnership on **behalf** of Acadiana each month, and to determine the manner in which such payment shall be made.
- all other respects, **the** terms of the Agreement shall remain in full force and effect.

This Amendment No. 1 may be executed in any number of counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 1 to be duly executed by their duly authorized representatives.

General Partner and Limited Partner

LAFAYETTE CGSA

Limited Partner

CENTURY TELEPHONE

ENTERPRISES, IN

By: Title:

TRESIDENT

- 10 - Carolle College

## AMENDMENT NO. 2 AGREEMENT ESTABLISHING LAFAYETTE MSA LIMITED PARTNERSHIP

THIS AMENDMENT NO. 2 is made as of the 14th day of November, 1991, by and among LAFAYETTE CGSA, INC., a carporation organized and existing under the laws of the State of Georgia and a wholly-owned subsidiary of BellSouth Mobility Inc, a corporation organized and existing under the laws of the State of Georgia and having its principal place of business at 5600 Glenridge Drive, Suite 600, Atlanta, Geozgia 30342 ("Lafayette"); and Century Telephone Enterprises, Inc., a corporation organized and existing under the laws of the State of Louisiana and having its principal place of business at 520 Riverside Drive, Monroe, Louisiana 71201 ("Century").

### WITNESSETH:

WHEREAS, the parties hereto are parties to that certain Agreement Establishing Lafayette MSA Limited Partnership, dated as of July 13, 1988 (the "Agreement"), pursuant to which the Latayatte Limited Partnership, a Delaware Partnership "Partnership"), was formed; and

WHEREAS, pursuant to an agreement dated February 26, 1991, Century transferred its forty-nine and 00/100 percent (49%) limited partnership interest in the Partnership to its wholly-owned subsidiary, Century Cellunet, Inc. ("Century Cellunet"), as a contribution to capital; and

WHEREAS, Century desires to withdraw from the Partnership as a limited partner and to substitute Century Cellunet in its place and stead; and

WHEREAS, pursuant to actions by the Board of Directors of Lafayette CGSA, Inc., and subsequent filing with th∉ Georgia Secretary of State, the name of Lafayette **CGSA**, Inc. was changed to Louisiana CGSA, Inc. effective November 8, 1991.

WHEREAS, the parties hereto desire to amend the Agreement to reflect these changes and memorialize these agreements.

NOW, THEREFORE, it is mutually agreed as follows:

Century hereby withdraws from the Partnership as a limited partner and century Cellunet is hereby substituted in its place and stead, having the same interest as Century in each item of Partnership income, gain, loss, deduction, credits, cash distributions and capital and the same rights and obligations which Century previously enjoyed as a limited partner of the Partnership.

- Century Cellunet hereby adopts and agrees to be bound by all of the provisions of the Agreement.
- Century's name is hereby deleted from the Agreement and Century Cellunet's name is hereby substituted in its place and stead wherever century's name originally appeared.
- Lafayette's name is hereby deleted from the Agreement and the name Louisiana CGSA, Inc. is hereby substituted in its place and stead wherever Lafayette's name originally appeared.
- Section 19.11 of the Agreement is hereby amended to provide as follows:
  - "19.11 Amended Delaware Partnershiv Provisions. The Partners hereby elect that the Partnership shall be governed by the provisions of the Delaware Revised Uniform Limited Partnership Act codified at Del. Code Ann. Tit. 6, \$17-101 et seq."
- In all other respects, the terms of the Agreement shall remain in full fcrce and effect.

This Amendment No. 2 may be executed in any number of , counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have caused this Amendment No. 2 to be duly executed by their duly authorized representatives.

General Partner and	LOUISIANA CGSA, INC.
Limited Partner	(formerly Lafayette CGSA, Inc.)  By:
	m= 1/100
	By: 1/1/

Title: President

Limited Partner

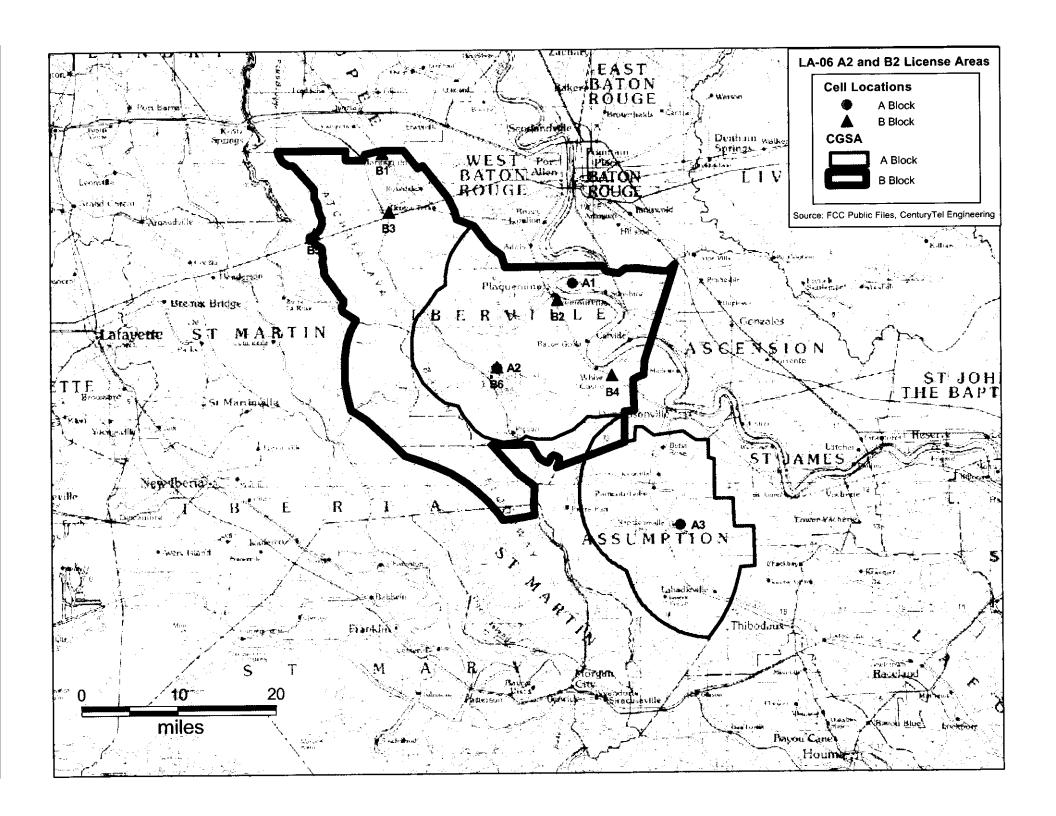
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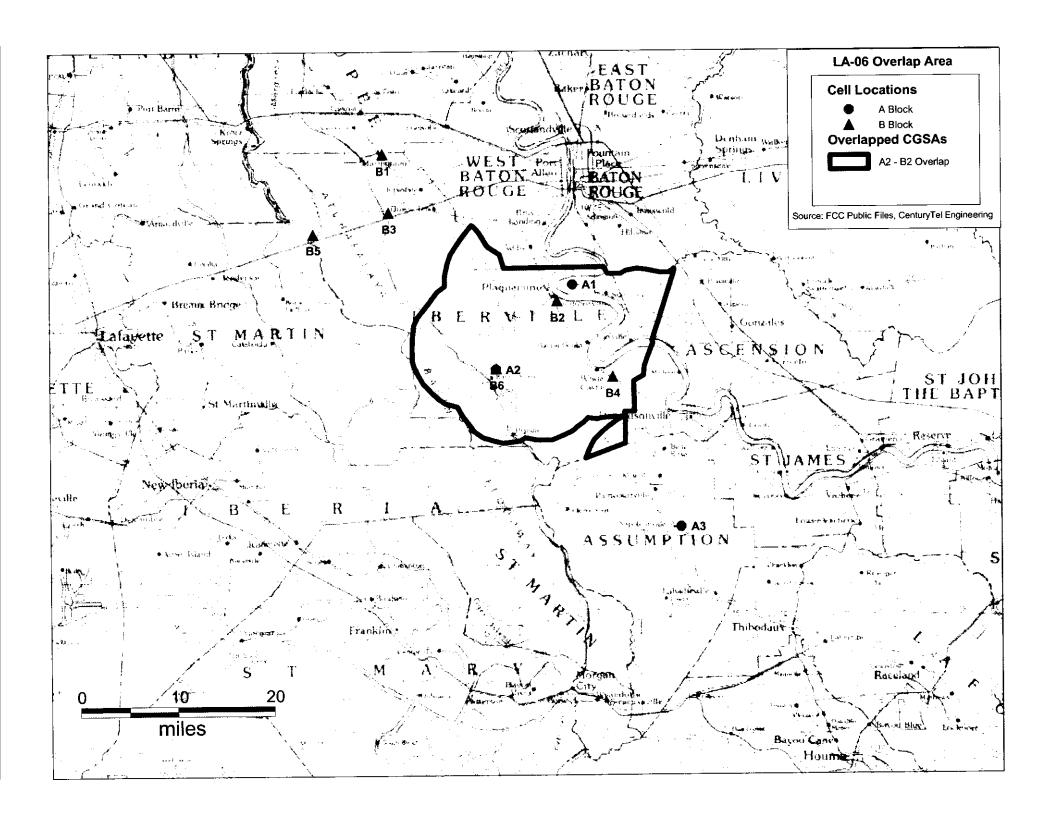
CENTURY CELLUNET, INC.

Vice President Title: \_

Acceptance of Century Telephone Enterprises;, Inc. as Withdrawn Limited Pertner: **CENTURY** TELEPHONE ENTERPRISES, INC.

Title: Vice President





	LA-06 (459)		
	KNKN500	KNKQ396	
	A2	62	Overlap
Market Area - (sq. mi.)	761	653	440
CGSA - (sq. mi.)	647	793	396
Population - (count)	45,537	33,196	29,091